



Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of	)	
Petition of WorldCom, Inc. Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act for Expedited	)	
Preemption of the Jurisdiction of the	)	CC Docket No. 00-218
Virginia State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon Virginia Inc., and for	)	
Expedited Arbitration	)	
	)	
In the Matter of	)	CC Docket No. 00-249
Petition of Cox Virginia Telecom, Inc.	)	
	)	
In the Matter of	)	CC Docket No. 00-251
Petition of AT&T Communications of	)	
<u>Virginia Inc., etc.</u>	)	

**VERIZON VA'S REBUTTAL TESTIMONY ON MEDIATION ISSUES  
(CATEGORIES I AND III THROUGH VII)**

**RIGHTS OF WAY**

ALAN YOUNG

SEPTEMBER 5, 2001

1  
2  
3

**I. INTRODUCTION**

4 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

5 A. My name is Alan Young. I am employed by Verizon Services Corporation as  
6 Specialist – Federal Communications Commission (“FCC”) Regulatory and Legal  
7 Support, Joint Use and Licensing. My business address is 35 S. Haddon Avenue,  
8 Floor 2, Haddonfield, New Jersey 08033.

9

10 **Q. DID YOU FILE DIRECT TESTIMONY ON RIGHTS OF WAY ISSUES**  
11 **ON JULY 31, 2001?**

12 A. Yes.

13

14 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

15 A. The purpose of my testimony is to rebut the positions of WorldCom and AT&T  
16 on the remaining issues pertaining to access to poles, ducts, conduit and rights of  
17 way that WorldCom and AT&T have raised in this arbitration.

18

19 **Q. HAVE YOU READ THE TESTIMONIES OF WORLDCOM WITNESS**  
20 **LYNN CARSON AND AT&T WITNESS FREDRICK CEDERQVIST?**

21 A. Yes.

22

23 **Q. WHAT ISSUES REMAIN BETWEEN THE PARTIES?**

24 A. The remaining issues Verizon VA had with AT&T are: (1) final contract language  
25 addressing the rates at which Verizon VA would provide AT&T with access to its

1 poles, conduit, ducts and rights of way; and (2) whether Verizon VA must provide  
2 AT&T with access to its cable plats. The issues remaining between Verizon VA  
3 and WorldCom are: (1) whether the terms and conditions governing Verizon  
4 VA's provision of access to its poles, ducts, conduit and rights of way should be  
5 contained in a separate licensing agreement referenced by the Parties  
6 Interconnection Agreement or in the Parties Interconnection Agreement itself; (2)  
7 whether Verizon VA should be required to itemize its bill to WorldCom for  
8 make-ready work performed by Verizon VA.

9  
10 **Q. PLEASE DESCRIBE VERIZON VA'S POSITION WITH RESPECT TO**  
11 **THE REMAINING UNRESOLVED ISSUES WITH AT&T.**

12 A. It is Verizon VA's understanding that AT&T agreed to the language that  
13 WorldCom and Verizon VA agreed to regarding rates for access to poles, conduit,  
14 ducts and rights of way. Verizon VA has not agreed to provide AT&T with  
15 access to its cable plats. During the mediation, Verizon VA explained to AT&T  
16 (although not to AT&T Witness Cederqvist who was not present for the  
17 mediation) that Verizon VA's cable plats would not provide AT&T with the  
18 information that it sought. Verizon VA did offer to work with AT&T to provide  
19 it with the information that it needs, just as it is doing for Sprint in New York.  
20 AT&T seemed to be in agreement with this proposal.

21  
22 **Q. IS VERIZON VA'S POSITION THAT TERMS AND CONDITIONS**  
23 **GOVERNING ACCESS TO POLES, DUCTS, CONDUIT AND RIGHTS**

**OF WAY SHOULD BE INCLUDED IN A SEPARATE AGREEMENT  
“WHOLLY INCONSISTENT WITH THE COMMUNICATIONS ACT OF  
1934 ... AND INCONSISTENT WITH INDUSTRY PRACTICE” AS  
ALLEGED BY WORLDCOM WITNESS CARSON AT 3.**

5 A. No. It is not “wholly inconsistent” with the Act if terms and conditions associated  
6 with interconnection are contained in a separate agreement that is referenced by  
7 the interconnection agreement. Indeed, that practice is common. Since the  
8 passage of the Act, many interconnection terms have been the subject of  
9 collaboratives and industry forums as well as contained in settlement agreements,  
10 separate licensing agreements and tariffs referenced by the interconnection  
11 agreement. For example, in Virginia alone, Verizon VA has entered into  
12 licensing agreements with WorldCom governing access to Verizon VA’s  
13 Operator Services/Directory Assistance databases, including directory listings and  
14 branding. As noted in my Direct Testimony filed on August 17, Verizon VA even  
15 has existing licensing agreements with several of WorldCom’s affiliates and  
16 subsidiaries governing access to Verizon VA’s poles, ducts, conduit and rights of  
17 way. Numerous commissions have given at least tacit approval to this practice,  
18 by approving interconnection agreements that make reference to separate  
19 agreements. Moreover, because of the disparate manner in which state  
20 commissions address access to poles, ducts, conduit and rights of way, a separate  
21 licensing agreement referenced by the interconnection agreement is especially  
22 appropriate for these terms and conditions. Noticeably missing from WorldCom

1           Witness Carson's testimony is any discussion of its agreements with Verizon or  
2           any Virginia specific agreements.

3  
4   **Q.    WOULD IT BE "UTTERLY UNMANAGEABLE" TO INCLUDE THE**  
5           **TERMS AND CONDITIONS GOVERNING ACCESS TO VERIZON VA'S**  
6           **POLES, DUCTS, CONDUIT AND RIGHTS OF WAY IN A SEPARATE**  
7           **LICENSING AGREEMENT AS ALLEGED BY WORLDCOM?**

8   A.   No, in fact quite the opposite is true. WorldCom Witness Carson states, "Verizon  
9           is requesting that a number of sections addressed in this proceeding take the form  
10          of separate stand-alone agreements. Thus, for example, in addition to the rights-  
11          of-way terms, Verizon is requesting separate documents for OSDA trunking and  
12          the terms and conditions related to the Directory Assistance database. If Verizon  
13          prevails, WorldCom will be operating under a series of separate agreements,  
14          which all would have to be somehow read together in order to determine the full  
15          range of interconnection terms and conditions." *Id.* at 3. WorldCom's claim is  
16          misleading in that the Parties already operate under these separate agreement  
17          without travail. Although the Parties' 1997 interconnection agreement did  
18          include rights of way terms and conditions, WorldCom's affiliates all operate  
19          under separate licensing agreements, as do other CLECs in Virginia. With the  
20          exception of WorldCom, none of these CLECs has opposed Verizon VA's use of  
21          the separate license agreement in any proceeding.

1 It is also important to weigh the respective burdens here. Verizon VA has  
2 established processes in place to handle all requests for access to poles, ducts,  
3 conduit and rights of way for all CLECs, cable television providers and  
4 telecommunications providers. Those processes have been administered by  
5 Verizon VA's Pole Conduit Licensing Center in Richmond, Virginia since 1998.  
6 As described in my Direct Testimony, Verizon VA currently has 136 agreements  
7 with CATV companies and 48 agreements with CLECs, telecommunications  
8 providers and independent telecommunications companies. Utilizing a separate  
9 agreement alleviates Verizon VA's administrative burden by not interfering with  
10 the current practice in Virginia. WorldCom's "burden" consists of nothing more  
11 than operating under different agreements for certain terms, a practice that it does  
12 now without any of the problems it now poses.

13  
14 **Q. IS IT "TROUBLING" THAT VERIZON VA ADVOCATES USE OF A**  
15 **SEPARATE AGREEMENT DUE IN PART TO ITS OBLIGATIONS**  
16 **UNDER THE MERGER CONDITIONS AS WORLDCOM ALLEGES?**

17 A. Not at all. Pole and conduit license agreements have state specific provisions in  
18 them. To ensure nondiscriminatory access to poles and conduit, any CLEC  
19 requesting a new pole and conduit license agreement in Virginia is given the same  
20 agreement. All parties within the state are provided identical rates, terms and  
21 conditions.

22  
23 **Q. IS VERIZON VA'S CLAIM THAT LICENSE AGREEMENTS ARE**  
24 **TERRITORY SPECIFIC VALID?**

1 A. Yes. While the agreement used in Massachusetts is also used throughout the New  
2 England Verizon territory, that form of agreement is substantially different than  
3 the agreement used in the Mid-Atlantic territory -- encompassing Washington  
4 D.C., New Jersey, Pennsylvania, Delaware, Maryland, Virginia, and West  
5 Virginia. Moreover, the agreements are not interchangeable for several reasons.  
6 First, many of the New England states require tri-party agreements between  
7 Verizon, the power company and the licensee. Operating procedures are also  
8 different and the attachment fees are split between the pole owners. This is not  
9 true in Virginia. The New England agreement limits the number of poles on each  
10 application to 200 and a maximum of 2,000 poles at any one time within a single  
11 Planning Manager Area. The Virginia agreement has no such limitations.  
12  
13 These are just a few of the differences. There are also differences with the New  
14 York agreement and the agreement used in the former GTE areas.  
15

16 **Q. WHAT ISSUE REMAINS WITH RESPECT TO MAKE-READY WORK?**

17 A. WorldCom expects "a specific level of detail" on its invoices for make-ready  
18 work Verizon VA performs. WorldCom Witness Carson, at 6.  
19

20 **Q. IS WORLDCOM AWARE OF THE DETAILS OF ANY MAKE READY**  
21 **WORK VERIZON VA PERFORMS FOR WORLDCOM?**

22 A. Yes. WorldCom again provides the Commission with an incomplete picture of  
23 the process of performing make-ready work. When WorldCom submits an



1 application to attach to a pole or occupy a conduit, a survey is completed and an  
2 estimate of make-ready charges is provided for WorldCom to review and approve.  
3 WorldCom is provided with details of the required work and has the opportunity  
4 to ask questions at that time. Verizon VA does not start any make-ready work  
5 until WorldCom sends its approval and advance payment for the work that was  
6 detailed by Verizon VA. At this point in the process, WorldCom has had many  
7 opportunities to get details of the make-ready work. If any other licensees are  
8 participating in the modifications, WorldCom would have been notified of that  
9 prior to any make-ready work being done. WorldCom is therefore aware of the  
10 details of the work.

11  
12 **Q. DO YOU AGREE WITH WORLDCOM'S PROPOSED LANGUAGE FOR**  
13 **§ 8.5 OF THE PARTIES AGREEMENT?**

14 A. No. WorldCom proposes to add to § 8.5 of the Parties agreement the following  
15 language:

16 Notwithstanding the foregoing provisions, in the event Licensee  
17 presents VZ with a proposal from a contractor who meets VZ's  
18 training and safety requirements and is otherwise in good standing  
19 with VZ to complete such Make-Ready Work at a cost and/or time  
20 that is materially less than that estimated by VZ, VZ agrees to use  
21 such contractor to perform the Make-Ready Work in the time  
22 frame proposed by said contractor. [Licensee shall pay VZ for all  
23 Make-Ready Work performed by VZ in accordance with the  
24 provisions of this Agreement] within thirty (30) days of receipt of  
25 an [sic] detailed, itemized invoice from VZ.

26  
27 WorldCom's proposed language fails to account for reality. Verizon VA  
28 schedules make-ready work for itself and all other CLEC and CATV providers on  
29 a first come, first served basis. Despite what WorldCom may believe, there are

1           only a limited number of contractors in any state that are qualified to complete  
2           make-ready work. Adoption of WorldCom's proposal could result in delays for  
3           other CLECs, CATV providers and Verizon VA because WorldCom may use a  
4           contractor that has been allocated for make-ready work by Verizon VA for other  
5           CLECs, CATV providers or itself.

6  
7           WorldCom's proposal of payment within 30 days is consistent with Verizon VA's  
8           standard billing practice.

9  
10       **Q.     DOES THIS CONCLUDE YOUR TESTIMONY?**

11       **A.     Yes.**

### **Declaration of Alan T. Young**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

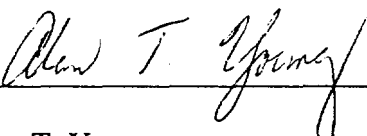
Executed this 5<sup>th</sup> day of September, 2001.

\_\_\_\_\_  
Alan T. Young

**DECLARATION OF ALAN T. YOUNG**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 31 day of August, 2001.

  
\_\_\_\_\_  
Alan T. Young



Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of	)	
Petition of WorldCom, Inc. Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act for Expedited	)	
Preemption of the Jurisdiction of the	)	CC Docket No. 00-218
Virginia State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon Virginia Inc., and for	)	
Expedited Arbitration	)	
	)	
In the Matter of	)	CC Docket No. 00-249
Petition of Cox Virginia Telecom, Inc., etc	)	
	)	
In the Matter of	)	
Petition of AT&T Communications of	)	
Virginia Inc., etc	)	CC Docket No. 00-249
	)	

**VERIZON VA'S REBUTTAL TESTIMONY ON MEDIATION ISSUES**  
**(CATEGORIES I AND III THROUGH VII)**

**PRICING TERMS AND CONDITIONS**

- CHRISTOS T. ANTONIOU
- MICHAEL A. DALY
- STEVEN J. PITTERLE

SEPTEMBER 5, 2001

## TABLE OF CONTENTS

		<u>Page</u>
1	I.	INTRODUCTION AND OVERVIEW..... 1
2	II.	INTERPLAY OF TARIFFS AND INTERCONNECTION AGREEMENTS (Issue
3		Nos. III-18, IV-30, IV-32, IV-36, IV-85 and VII-23 through VII-25)..... 1
4		
5		

1 **I. INTRODUCTION AND OVERVIEW**

2 **Q. ARE YOU THE SAME PANEL THAT OFFERED DIRECT AND**  
3 **REBUTTAL TESTIMONY ON NON-MEDIATION ISSUES AND DIRECT**  
4 **TESTIMONY ON THE MEDIATION PRICING TERMS AND**  
5 **CONDITIONS ISSUES?**

6 A. Yes. The education and background of the Pricing Terms and Conditions Panel  
7 members were described both in the Direct Testimony on non-mediation Pricing  
8 Terms and Conditions issues and the Direct Testimony on Pricing Terms and  
9 Conditions mediation issues.

10  
11 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY IN THIS**  
12 **PROCEEDING?**

13 A. This rebuttal testimony responds to testimony relating to the potential interplay  
14 between the interconnection agreement and any tariffs that Verizon VA may file  
15 with the Virginia Commission in the future (Issue Nos. III-18, IV-30, IV-32, IV-  
16 36, and VII-23 through VII-25).

17  
18 **II. INTERPLAY OF TARIFFS AND INTERCONNECTION AGREEMENTS**  
19 **(Issue Nos. III-18, IV-30, IV-32, IV-36, IV-85 and VII-23 through VII-25)**

20 **Q. WHAT IS THE EFFECT OF AT&T'S AND WORLDCOM'S REFUSAL**  
21 **TO RECOGNIZE THE APPROPRIATE LEGAL EFFECT OF A TARIFF**  
22 **EITHER APPROVED OR EFFECTIVE IN ACCORDANCE WITH**  
23 **APPLICABLE LAW?**



1 A. Although AT&T and WorldCom claim that they need to achieve some measure of  
2 certainty through their interconnection agreements, what they really attempt to  
3 preserve is an arbitrage opportunity. AT&T and WorldCom hope to preserve a  
4 “best of both worlds” arrangement so that they can always choose the more  
5 favorable rates or terms of (i) their interconnection agreement or (ii) the  
6 applicable tariff on a case by case basis. While AT&T and WorldCom attempt to  
7 lock Verizon VA into rates and terms that for, a variety of reasons, should be  
8 updated in accordance with applicable law, they would not likewise be bound by  
9 the same contractual rates (i.e., under their logic, they could choose lower contract  
10 rates for a service even though higher rates have been approved or otherwise  
11 allowed to become legally effective by the appropriate commission, while at the  
12 same time they could purchase another service -- at rates lower than those set in  
13 the contract -- via rates that have been approved or otherwise allowed to become  
14 legally effective by the appropriate commission). Verizon VA’s proposal ensures  
15 that all carriers -- including but not limited to AT&T, WorldCom, and Verizon  
16 VA -- receive services at rates, terms, and conditions that are fair and non-  
17 discriminatory.

18  
19 **Q. ARE AT&T’S AND WORLDCOM’S CONCERNS ABOUT THE TARIFF**  
20 **FILING PROCESS JUSTIFIED?**

21 A. They are not. First of all, Verizon VA only infrequently files proposed  
22 collocation tariff revisions, and does not have a resale tariff, or an interconnection  
23 or UNE tariff. In the few states where a Verizon company has resale,

1 interconnection, or UNE tariffs, Verizon again only infrequently files proposed  
2 tariff changes -- to give effect to a change in law or to introduce new service or  
3 offering, etc. Thus, CLECs do not have many tariff filings to review and, as such,  
4 there is no undue administrative burden on them to review these filings (i.e., they  
5 do not need to be the "tariff police"). And for the few tariff filings that Verizon  
6 VA may make, despite AT&T's and WorldCom's rhetoric, Verizon VA's tariff  
7 filings receive significant attention and scrutiny by the appropriate commission  
8 and by numerous and various CLECs, including WorldCom and AT&T. This is  
9 especially true if and when Verizon VA might seek to change applicable rates.  
10 WorldCom witnesses Trofimuk's and Harthun's concern that Verizon VA's tariff  
11 could become inconsistent with the Telecommunications Act of 1996 ("Act") is a  
12 red herring. A commission would either approve or allow a tariff filing to go into  
13 effect under the standards of applicable law, including the applicable provisions  
14 of the Act. There is absolutely no basis to assume that a commission would  
15 approve a tariff in violation of the Act. The bottom line is that if Verizon VA's  
16 tariff is approved or allowed to go into effect pursuant to applicable law, then it  
17 should be "effective" for all carriers on a fair and non-discriminatory basis. It is  
18 AT&T and WorldCom that should not be allowed to avoid changes in applicable  
19 law that they do not like. In addition, and consistent with the New York Public  
20 Service Commission's recent order in the AT&T/Verizon NY, Inc. arbitration  
21 (cited in the Panel's Direct Testimony), a state commission, as a general rule,  
22 should not have to expend precious resources relitigating on a contract by contract  
23 basis, issues that it already has decided in a global proceeding. To the extent that

1 a CLEC wishes Verizon VA to change the terms of a commission-approved and  
2 legally effective tariff, but Verizon VA does not agree to the subject change, the  
3 CLEC is always free to file a complaint challenging the tariff or its application.

4

5 **Q DOES THIS CONCLUDE YOUR TESTIMONY?**

6 A. Yes, it does.

7

**Declaration of Christos T. Antoniou**

I declare under penalty of perjury that I have reviewed the foregoing testimony and confirmed that it is true and correct.

Executed this 5<sup>th</sup> day of September, 2001.

//ss//Christos T. Antoniou

Christos T. Antoniou

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11

**Declaration of Michael A. Daly**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 5<sup>th</sup> day of September, 2001.

//ss//Michael A. Daly  
Michael A. Daly

1                                   **Declaration of Steven J. Pitterle**

2    I declare under penalty of perjury that I have reviewed the foregoing panel testimony and  
3    that those sections as to which I testified are true and correct.

4  
5    Executed this 5<sup>th</sup> day of September, 2001.

6  
7  
8  
9                                   //ss//Steven J. Pitterle

10                                  Steven J. Pitterle  
11

RESALE

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of	)	
Petition of WorldCom, Inc. Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act for Expedited	)	
Preemption of the Jurisdiction of the	)	CC Docket No. 00-218
Virginia State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon Virginia Inc., and for	)	
Expedited Arbitration	)	
	)	
In the Matter of	)	CC Docket No. 00-249
Petition of Cox Virginia Telecom, Inc., etc.	)	
	)	
In the Matter of	)	CC Docket No. 00-251
Petition of AT&T Communications of	)	
Virginia Inc., etc.	)	

**VERIZON VA'S REBUTTAL TESTIMONY ON MEDIATION ISSUES**  
(CATEGORIES I AND III THROUGH VII)

**RESALE**

- JOSEPHINE MAHER

SEPTEMBER 5, 2001



## Table of Contents

	<u>Page</u>
1 I. INTRODUCTION AND OVERVIEW .....	1
2 II. RESALE OF ADVANCED SERVICES (Issue IV-38) .....	1
3	

1                                   **I. INTRODUCTION AND OVERVIEW**

2   **Q.    ARE YOU THE SAME JOSEPHINE MAHER THAT OFFERED DIRECT**  
3           **AND REBUTTAL TESTIMONY ON THE NON-MEDIATION RESALE-**  
4           **RELATED ISSUES?**

5   A.    Yes, and my education and background were described in my Direct Testimony  
6           on non-mediation resale-related issues.

7  
8   **Q.    DID YOU FILE ANY DIRECT TESTIMONY ON THE MEDIATION**  
9           **RESALE-RELATED ISSUES?**

10 A.    I did not. It was my understanding that the mediation resale-related issues were  
11          resolved.

12  
13 **Q.    WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY IN THIS**  
14           **PROCEEDING?**

15 A.    The purpose of this testimony is to respond to the testimony of WorldCom  
16          witness Argenbright with respect to the resale of advanced services (Issue IV-38).

17  
18                                   **II. RESALE OF ADVANCED SERVICES (Issue IV-38)**

19 **Q.    DID WORLDCOM RAISE AN ISSUE REGARDING THE RESALE OF**  
20           **ADVANCED SERVICES IN ITS PETITION FOR ARBITRATION?**

21 A.    No. WorldCom's original statement of Issue IV-38 raised the issue of whether  
22          WorldCom's proposed contract language listing various services for resale should  
23          be included in the Parties' interconnection agreement. Neither in its Petition for  
24          Arbitration or its accompanying proposed interconnection agreement did

WorldCom suggest that the interconnection agreement should include a specific reference to resale of advanced services as WorldCom witness Argenbright now suggests.

**Q. DESPITE WORLDCOM'S FAILURE TO RAISE THE ISSUE IT NOW DESCRIBES AS ISSUE IV-38, WHAT IS VERIZON VA'S RESPONSE TO WORLDCOM'S CLAIM THAT IT IS ENTITLED TO OBTAIN ADVANCED SERVICES FOR RESALE FROM VERIZON VA?**

A. Notwithstanding WorldCom's failure to raise this issue, Verizon VA and WorldCom made significant progress in reaching agreement on the resale attachment and narrowing any open issue to this newly raised issue. Moreover, as now raised by WorldCom, this issue is basically the same issue as AT&T Issue V-9 (resale of advanced services). Accordingly, rather than objecting to this as a newly raised issue, Verizon VA simply refers to and incorporates herein its testimony on AT&T Issue V-9 in response to WorldCom's newly raised Issue No. IV-38.

- Verizon VA's Direct Testimony On Non-Mediation Issues -- Resale (July 31, 2001), pages 5-6, (addressing AT&T Issue No. V-9);
- Verizon VA's Rebuttal Testimony On Non-Mediation Issues -- Resale (August 17, 2001), pages 3-7 (addressing AT&T Issue No. V-9); and
- Verizon VA's Rebuttal Testimony On Non-Mediation Issues -- Advanced Services (August 17, 2001), pages 62-65 (addressing AT&T Issue No. V-9).

1    **Q.     PLEASE SUMMARIZE VERIZON VA’S POSITION ON WORLDCOM’S**  
2           **PROPOSAL TO INCLUDE A SPECIFIC REFERENCE TO RESALE OF**  
3           **ADVANCED SERVICES IN THE PARTIES’ INTERCONNECTION**  
4           **AGREEMENT.**

5    A.     Just as Verizon VA pointed out to AT&T, at present WorldCom can get what it  
6           seeks here -- access to advanced services pursuant to § 251(c)(4) -- from VADI-  
7           VA directly. *See* VADI’s FCC Tariff No. 1, Section 5, Part III; VADI-VA  
8           Virginia SCC Tariff No. 1, 1st Revised Page 30 (Cancels Original Page 30), § 3.1.  
9           In the future, should Verizon VA reintegrate VADI -- the existing language to  
10          which WorldCom and Verizon VA have already agreed will ensure that Verizon  
11          VA offer for resale any advanced services it offers in the future at retail to non-  
12          telecommunications carriers. That is, pursuant to the following agreed portion of  
13          the Resale Attachment of the Verizon VA/WorldCom interconnection agreement,  
14          Verizon “shall make available to MCIm, in accordance with this Agreement and  
15          the requirements of Applicable Law (including, but not limited to, Sections  
16          251(b)(1), 251(c)(4) and 271(c)(2)(B)(xiv) of the Act), Verizon’s  
17          Telecommunications Services for resale by MCIm . . . ; provided, that  
18          notwithstanding any other provision of this Agreement but subject to the “change-  
19          of-law” provisions of this Agreement, Verizon shall be obligated to provide  
20          Telecommunications Services to MCIm for resale only to the extent required by  
21          Applicable Law.”

22

1     **Q.     DID VERIZON VA PROPOSE ANY ADDITIONAL CONTRACT**  
2           **LANGUAGE TO AMELIORATE WORLDCOM'S CONCERN**  
3           **REGARDING ACCESS TO ADVANCED SERVICES AT RESALE?**

4     A.     Yes. Verizon VA proposed the following additional contract language to  
5           WorldCom (emphasized below):

6                     1.1           Verizon shall make available to MCIIm, in  
7                     accordance with this Agreement and the requirements of  
8                     Applicable Law (including, but not limited to, Sections 251(b)(1),  
9                     251(c)(4) and 271(c)(2)(B)(xiv) of the Act), Verizon's  
10                    Telecommunications Services for resale by MCIIm (which  
11                    services, as of [FILL IN ACTUAL EFFECTIVE DATE OF  
12                    AGREEMENT] in Virginia include, without limitation, Centrex,  
13                    Station Message Desk Interface (SMDI), Operator Services and  
14                    Directory Assistance Services ("OS/DA"), and 311 services;  
15                    *provided that Verizon shall make Advanced Services (as such*  
16                    *term is defined by the FCC) available either directly or, at its*  
17                    *option, through Verizon Advanced Data, Inc. (VADI), an*  
18                    *affiliated entity that is subject to Section 251(c) of the Act;*  
19                    provided finally, that notwithstanding any other provision of this  
20                    Agreement but subject to the "change-of-law" provisions of this  
21                    Agreement, Verizon shall be obligated to provide services to  
22                    MCIIm for resale only to the extent required by Applicable Law."

23           Verizon VA awaits WorldCom's response to this proposed language.

24

25    **Q.     DID VERIZON VA PROPOSE SIMILAR LANGUAGE TO AT&T TO**  
26           **RESOLVE AT&T ISSUE V-9?**

27    A.     Yes. Verizon VA awaits AT&T's response as well.

28

29    **Q.     WHAT DO YOU PROPOSE THIS COMMISSION SHOULD DO?**

30    A.     The Commission should reject WorldCom's newly proposed contract  
31           language as unnecessary. Rather, the Commission should order the Parties to  
32           incorporate only those portions of the Resale Attachment to which they

1 already have agreed. In the alternative, should the Commission determine that  
2 further clarification is required, the Commission should order the Parties to  
3 include Verizon VA's proposed provision referencing the provision of  
4 Advanced Services.

5

6 **Q DOES THIS CONCLUDE YOUR TESTIMONY?**

7 A. Yes, it does.

8

**Declaration of Josephine Maher**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 5<sup>th</sup> day of September, 2001.

//ss//Josephine Maher

Josephine Maher